

0-352A001

GENERAL ELECTRIC CAPITAL CORPORATION
44 Old Ridgebury Road
Danbury, Connecticut 06810

16691-B
RECORDATION NO. FILED DATE

DEC 18 1990 -9 25 AM

December 17, 1990 INTERSTATE COMMERCE COMMISSION

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20231

Re: Recordation No. 16691

Dear Mr. Strickland:

On behalf of General Electric Capital Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment of Equipment Lease ("Assignment"), made as of December 17, 1990 and effective as of December 17, 1990.

The parties to the enclosed Assignment are:

MNC Credit Corp - Lessor/Assignor
502 Washington Avenue
Towson, Maryland 21204

General Electric Capital Corporation
- Successor Lessor/Assignee
44 Old Ridgebury Road
Danbury, Connecticut 06810

The said Assignment acts to assign that certain Lease recorded with the Interstate Commerce Commission ("ICC") on December 27, 1989, under Recordation No. 16691, and the said Assignment should be recorded under the next available letter designation under Recordation No. 16691.

A short summary of the document to appear in the ICC Index is as follows:

"Assignment of Lease and all Equipment covered thereunder"

DEC 18 9 17 AM '90
MOTOR OPERATING UNIT

\$15.00
filing

this is
under
16691
not sure
of next letter
(maybe-B)


Charles B. Bland Jr.

Honorable Sidney L. Strickland, Jr.
December 17, 1990
Page 2

Enclosed is a check in the amount of fifteen dollars (\$15.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the Assignment not needed for your files, together with the fee receipt, and the letter from the ICC acknowledging the filing.

Very truly yours,

By: 
Timothy R. Brewer

Attorney for the purpose
of this filing for General
Electric Capital Corporation

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/18/90

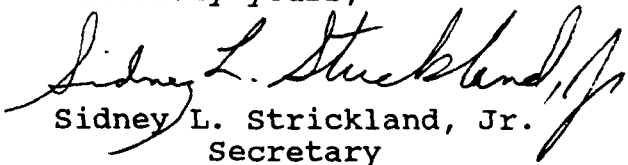
OFFICE OF THE SECRETARY

Timothy R. Brewer
General Electric Capital Corporation
44 Old Ridgebury Road
Danbury ,Connecticut 06810

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/18/90 at 9:25am , and assigned recordation number(s). 16691-B & 15507-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

16691-B
RECORDATION NO. 16691-B
FILED 16691-B

DEC 18 1990 9:22 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF EQUIPMENT LEASE AGREEMENT

THIS ASSIGNMENT OF EQUIPMENT LEASE AGREEMENT ("Assignment") is made as of the 17th day of December, 1990, by and between MNC CREDIT CORP, through its division MNC LEASING ("Assignor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York Corporation ("Assignee").

Assignor, as Lessor, previously entered into an Equipment Lease Agreement (including Rider No. 1 thereto) (the "Lease") and an Equipment Schedule No. 1 (the "Equipment Schedule"), both dated as of December 27, 1989, with Ansco Investment Company, a Colorado corporation, as Lessee, covering thirty (30) Passenger Rail Cars (the "Cars").

The Lease and the Equipment Schedule were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 28, 1989 and assigned Recordation Numbers 16691 and 16691-A, respectively.

Assignor, certain of its affiliates and Assignee are parties to a certain Asset Purchase Agreement dated as of December 12, 1990, pursuant to which, among other things, Assignee purchased from Assignor certain rail cars, and all right, title and interest of Assignor in and to the Lease.

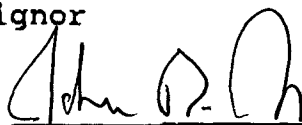
NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, conveys and assigns to Assignee all of its right, title and interest in and to the Lease, the Equipment Schedule, and the Cars.

Nothing contained in this Assignment shall be deemed to constitute an assumption by Assignee of any of the obligations, liabilities or duties of the Assignor, except to the extent expressly provided for in subparagraph 2.1(c) of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed under seal as of the day and year first above set forth.

MNC CREDIT CORP, through
its division MNC LEASING
Assignor

By:



John B. Ross
Vice President



502 Washington Avenue
Towson, Maryland 21204

GENERAL ELECTRIC CAPITAL
CORPORATION
Assignee

By:

 (SEAL)
Timothy R. Brewer
Manager - Field
Operations

44 Old Ridgebury Road
Danbury, Connecticut
06810-5105

STATE OF MARYLAND)
) ss.
COUNTY OF BALTIMORE)

On this 17th day of December, 1990, before me personally appeared John B. Ross, to me personally known, who being duly sworn, says that he is a Vice President of MNC LEASING, A DIVISION OF MNC CREDIT CORP, that said instrument was signed and sold on December 17, 1990 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public


[NOTARIAL SEAL]

My Commission Expires:

5/1/94

STATE OF MARYLAND)
) ss.
COUNTY OF BALTIMORE)

On this 17th day of December, 1990, before me personally appeared Timothy R. Brewer, to me personally known, who being duly sworn, says that he is a Manager-Field Operations of GENERAL ELECTRIC CAPITAL CORPORATION, that said instrument was signed and sold on December 17, 1990 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My Commission Expires:

5/1/94